

AMENDMENT TO MINING LEASE OF  
NAVAJO INDIAN TRIBAL LANDS CONTRACT NO. I-149 IND. 8666

THIS AGREEMENT made and entered into this 29 day of May, 1953, by and between Allan G. Harper, Area Director of Window Rock, State of Arizona, for and on behalf of the Navajo Tribe of Indians, herein-after called Lessor, and Dan Phillips and Kerr-McGee Oil Industries, Inc., a Delaware Corporation duly authorized to do business and hold property under the laws of the State of Arizona, jointly and severally, hereinafter called Lessee.

WITNESSETH:

WHEREAS, a mining lease of Indian tribal lands designated as Contract No. I-149 Ind. 8666, was entered into between Walter O. Olson, Acting Superintendent of Window Rock, State of Arizona, for and on behalf of the Navajo Tribe of Indians as Lessor, and Dan Phillips of Kayenta, State of Arizona, as Lessee, whereby the lands described in said lease was leased to the said Dan Phillips for the purposes and upon the conditions set out in said lease, and a three-fourths (3/4) interest in said lease was by the said Dan Phillips assigned to F. A. Sitton of Dove Creek, Colorado, and said three-fourths (3/4) interest was subsequently assigned by F. A. Sitton to F. A. Sitton, Inc., (the corporate name of which was subsequently changed in the manner provided by law to Navajo Uranium Company) and then subsequently assigned by Navajo Uranium Company to Kerr-McGee Oil Industries, Inc., which lease and the assignments thereof were duly approved and are of record in the Bureau of Indian Affairs of the Department of Interior of the United States of America; and

WHEREAS, Kerr-McGee Oil Industries, Inc., a corporation, is now the owner and holder of all of the interests heretofore owned and held by Navajo Uranium Company in and to the above described lease as the same is presently in force and effect; and

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WHEREAS, the Lessor and Lessees desire to amend the term of said lease, which under the provisions of paragraph 1 thereof is for a term of ten (10) years from the date of approval; and

WHEREAS, the Advisory Committee of the Navajo Tribal Council at a meeting held on the 12th day of May, 1953, authorized the amendment of said lease so that it would provide for the full term of ten (10) years from the date of approval and so long thereafter as minerals shall be produced in paying quantities, and the parties hereto having agreed to amend said term paragraph as hereinafter set out.

NOW THEREFORE, for and in consideration of the premises and of the mutual benefits to be derived hereunder by each of the parties hereto, the parties hereto agree that said lease be, and the same is hereby, amended as follows:

That in lieu of the words contained in paragraph 1 of said lease relating to the term thereof, i. e.,

"for the full term of ten (10) years from the date of approval hereof"

there be substituted the following words, to-wit:

"for the full term of ten (10) years from the date of approval hereof and so long thereafter as minerals shall be produced in paying quantities"

That this amendment shall not affect or alter any of the provisions of said lease as they are now in force and effect except the provision concerning the term thereof.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands as of the day and year first above written.

Two witnesses to execution by  
Area Director:

\_\_\_\_\_  
P. O.

\_\_\_\_\_  
Allan G. Harper, Area Director

\_\_\_\_\_  
P. O.

Two witnesses to execution by  
Dan Phillips:

M. J. Bolton

P. O. Cortez, Colo.

Bob C. Dougherty

P. O. Cortez, Colo.

Dan Phillips  
Dan Phillips

Attest:

J. B. Robinson  
Assistant Secretary

Kerr-McGee Oil Industries, Inc.

By J. C. Lowe  
Vice President

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ACKNOWLEDGMENT OF LESSOR

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 1953, personally appeared Allan G. Harper, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same in his official capacity as Area Director, Windown Rock Area Bureau of Indian Affairs, and as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal the day and year first above written.

My commission expires: \_\_\_\_\_ Notary Public

ACKNOWLEDGMENT OF INDIVIDUAL

State of Colorado )  
County of Windsor ) ss.

Before me, a Notary Public, on this 8<sup>th</sup> day of June, 1953, personally appeared Dan Phillips, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal the day and year first above written.

My commission expires: \_\_\_\_\_  
June 4 1957

John D. Williamson  
Notary Public



ACKNOWLEDGMENT OF CORPORATION

State of Ore Id. )  
County of Ore Id. ) ss.

Before me, a Notary Public, on this 29 day of May,  
1953, personally appeared J. C. Love, to me known  
to be the identical person who subscribed the name of the maker thereof  
to the foregoing instrument as its Vice-President and acknowledged  
to me that he executed the same as his free and voluntary act and deed,  
and as the free and voluntary act and deed of such corporation, for the  
uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my  
seal the day and year first above written.



Thelma Dulaney  
Notary Public

UNITED STATES DEPARTMENT OF THE INTERIOR

Washington 25, D. C. \_\_\_\_\_, 1953.

The within Amendment of Mining Lease \_\_\_\_\_ approved.

Department of the Interior  
Bureau of Indian Affairs  
Washington 25, D. C.

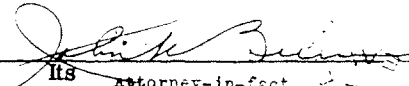
By \_\_\_\_\_  
Its

CONSENT OF SURETY

National Surety Corporation of New York City, New York, surety of Kerr-McGee Oil Industries, Inc., on the bond accompanying the lease above described, hereby consents to the modification of said lease as made by the above agreement and agrees that said bond shall remain in full force and effect covering the obligation of the lessee and the assignments of said lease, notwithstanding said amendment.

Dated at Ocean Grove, N.J. this 29 day of May, 1953.

National Surety Corporation

By   
its Attorney-in-fact  
John A. Burns